No.

合同编号：

Subcontract of Renovation of Power Distribution Substation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN–SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA

塞尔维亚共和国境内匈牙利-塞尔维亚铁路线现代化和重建电力和电气化项目配电所改造分包合同

China Railway Construction Electrification Bureau Group Co., Ltd

SERBIA OGRANAK BEOGRAD

中国铁建电气化局集团有限公司塞尔维亚分公司

AND

TEL-ING DOO Novi Sad

THIS SUBCONTRACT is made between:

本分包合同由以下双方签订：

Party A:

甲方：

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia, with registration no: 29510016 and tax identification no: 111359400, legally represented by Mr. Zhao Jianyong (hereinafter also referred to as: "**Party A**").

中国铁建电气化局集团有限公司塞尔维亚分公司根据塞尔维亚共和国法律正式成立，注册营业地点为 Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia，注册号：29510016，税号：111359400，法人代表为赵剑勇（以下称：甲方）

And

以及

Party B:

乙方：

TEL-ING DOO Novi Sad, duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Kisačka 64a, 21000 Novi Sad, Serbia, with registration no: 20351306 and tax identification no: 105277334, legally represented by Slavoljub Ivanović, (hereinafter also referred to as: "**Party B**"), Party B's account: Intesa banca 160-284161-29

TEL-ING DOO Novi Sad 根据塞尔维亚共和国法律正式成立，注册营业地点为 Kisačka 64a, 21000 Novi Sad, Serbia，注册号：20351306，税号：105277334，法人代表为 Slavoljub Ivanović（以下称：乙方），乙方账户：160-284161-29，开户行：Intesa banca

Whereas:

鉴于：

1. On July 7th, 2018 the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (hereinafter referred to as: "**Employer**") and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd entered into a Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, For Section Novi Sad-Subotica-State Border (Kelebija) (hereinafter referred to as: "**Commercial Contract**") relating the project of modernization, reconstruction and construction of railway line on the sections of Belgrade-Budapest railway line, in particular, Section Novi Sad-Subotica-State Border (Kelebija) in Serbia.

1. 2018 年 7 月 7 日，塞尔维亚共和国政府、塞尔维亚铁路基础设施股份公司（以下简称："雇主"）与中国中铁国际有限公司和中国交通建设股份有限公司的联营体就塞尔维亚共和国境内的匈牙利-塞尔维亚铁路线诺维萨德-苏博蒂察-国家边境（Kelebija）段的现代化和重建签订了商业合同（以下简称："商业合同"），涉及贝尔格莱德-布达佩斯铁路线的现代化、重建和建设项目，特别是塞尔维亚境内诺维

萨德-苏博蒂察-国界（Kelebija）段。

2. **China Railway International Co., Ltd. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC** and **China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD** signed the "Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija), Electricity and Electrification under System Integration Subcontract" (hereinafter referred to as: **"Main Contract"**), relating the works of Electricity and Electrification of railway line on the Section Novi Sad-Subotica-State Border(Kelebija) railway line(hereinafter referred to as **"main contract works"**).

2. 中铁国际股份有限公司塞尔维亚分公司与中国铁建电气化局集团有限公司塞尔维亚分公司签订了《匈牙利-塞尔维亚铁路塞尔维亚共和国境内诺维萨德-苏博蒂察-国界（Kelebija）段现代化改造项目-电力和电气化系统集成分包合同》（以下简称：《主合同》），涉及诺维萨德-苏博蒂察-国界（Kelebija）段铁路线的电力和电气化工程（以下简称："主合同工程"）。

3. **Party A** is authorized to undertake all the execution of the **main contract works.**

3. 甲方被授权承担主合同工程的所有执行工作。

4. **Party A**, with a desire to engage Party B to carry out the works related to renovation of power distribution substations for Sajlovo4.2.2.2, Lumenka4.2.2.3, Kisač4.2.2.4, ETP Novi Sad4.2.2.14 under the main contract works on a subcontract basis (hereinafter referred to as the **"Subcontract Works"**), while Party B is willing to undertake all the execution of the Subcontract Works.

4. 甲方希望聘请乙方以分包方式进行主合同工程下的萨耶罗沃、鲁门卡、科萨彻、诺维萨德机修车间配电所改造工程（以下简称 "分包工程"）的相关工作，乙方愿意承担分包工程的所有施工。

5. **Party A** and **Party B** have entered into a **Subcontract** in Novi Sad on 23.05.2023. after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

5. 经友好协商，甲方和乙方在诺维萨德于 23.05.2023. 签订分包合同。现将有关条款规定如下，请双方共同遵守。

Article 1 Definition

条款一 定义

1.1 **Main contract works** means the Electricity and Electrification works on modernization, reconstruction and construction of railway line on the Section Novi Sad-Subotica-State Border (Kelebija).

1.1 主合同工程是指诺维萨德-苏博蒂察-边境（Kelebija）段铁路现代化、重建和建设的电力和电气化工程。

1.2 **Main contract** means the contract signed by **China Railway International Co., Ltd. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC** and **China Railway Construction Electrification Bureau**

Group Co., Ltd OGRANAK BEOGRAD.

1.2 主合同是指由中铁国际股份有限公司塞尔维亚分公司与中国铁建电气化局集团有限公司塞尔维亚分公司签订的合同。

1.3 **Subcontract** means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes.

1.3 分包合同是指本合同，即甲方和乙方为实施分包工程而签订的由合同及其附录组成的分包合同。

1.4 **Subcontracted works** means the renovation of power distribution substations for Sajlovo4.2.2.2, Lumenka4.2.2.3, Kisač4.2.2.4 and ETP Novi Sad4.2.2.14, which shall include the works of dismantling existing equipment, (in a planned interruption of voltage) removing the existing cables from the existing equipment and connecting that to a temporary transition equipment, secondary transport of equipment and its installation, commissioning, protection of finished works before taking over and as-build documentation (including all works in the Appendix 1).

1.4 分包工程是指萨耶罗沃、鲁门卡、科萨彻、诺维萨德机修车间配电所改造工程，包括旧有设备拆除、临时过渡倒接、设备二次搬运、就位安装、调试、移交前成品保护、竣工资料和附件一中的详细内容。

1.5 **Subcontract price** means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works defined in the Subcontract.

1.5 分包合同价是指经甲方和乙方商定并在分包合同中确定的，由甲方支付给乙方的完成分包合同中确定的全部工程的价格。

1.6 **Day** means **calendar day**.

1.6 日是指日历日。

1.7 **Employer** means the Joint Venture CRIC-CCCC.

1.7 雇主指 CRIC-CCCC 联营体。

1.8 **Defects liability period**

The defects liability period starts from the date of project acceptance certificate issued by the Employer to the end of one year term.

1.8 缺陷责任期

缺陷责任期从雇主签发项目验收证书之日起至一年期满止。

1.9 **Warranty period**

The warranty period is calculated from the date of the project acceptance certificate received by the Party A to the end of a consecutive five-year term (including the defects liability period).

1.9 保修期

保修期从甲方收到项目验收证书之日起计算，连续 5 年（含缺陷责任期）。

1.10 **Priority of contract documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes

of interpretation, unless otherwise agreed in the Contract, the priority of the documents shall be in accordance with the following sequence:

(1) Subcontract

(2) Main contract

(3) Design documentation

(4) The priced bill of quantities

(5) All the written consent, confirmation, memorandum, minutes, and other documents related to the Subcontractor's scope of work agreed by Party A and the Employer during the performance of the Main Contract, as well as other documents related to the subcontracted works signed by both parties during the subcontract period.

1.10 合同文件的优先权

构成合同的文件应被视为是相互解释的。以解释为目的，除非合同中另有约定，文件的优先权应按照以下顺序进行：

(1) 分包合同

(2) 主合同

(3) 设计文件

(4) 已定价的工程量清单

(5) 甲方和雇主在履行主合同期间商定的与分包商工作范围有关的所有书面同意书、确认书、备忘录、会议记录等文件，以及甲乙双方在合同期间签署的与分包工程有关的其他文件。

The above documents are an integral part of the Contract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Contract, Main Contract, and other Agreements between the two parties, the Main Contract and the latest formed documents shall prevail.

上述文件是合同的组成部分，对双方具有相同的约束力。如果双方对本合同、主合同和其他协议的理解或解释有任何分歧，应以主合同和最新形成的文件为准。

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, but the progress of the subcontracted works shall not be affected.

如果合同文件有任何不明确或不一致的地方，双方应协商解决，但不得影响分包工程的进展。

Article 2 General Provisions

条款二 总则

2.1 Party A, intends to subcontract all the works related to the renovation of power distribution substations for Sajlovo4.2.2.2, Lumenka4.2.2.3, Kisač4.2.2.4 and ETP Novi Sad4.2.2.14, which is defined in clause 1.4 to Party B. Party A is hereby to guarantee that Party A shall fully fulfil its obligations defined in the Subcontract to ensure due rights and interests of Party B.

2.1 甲方拟将所有与萨耶罗沃、鲁门卡、科萨彻、诺维萨德机修车间配电所改造工程有关的工程，即第1.4条中定义的工程，分包给乙方。甲方在此保证充分履行分包合同中规定的义务，确保乙方的应有权益。

2.2 Party B sufficiently understands the content and situation of the Main Contract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Works as defined in the Main Contract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Main Contract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Main Contract and is willing to undertake the responsibilities and obligations defined in the Subcontract.

2.2 乙方充分了解主合同工程和分包工程的内容和情况，也理解甲方在主合同中规定的所有工程中对雇主的责任即为乙方在分包合同中对甲方的责任。除分包合同另有约定外，乙方愿意遵守和履行主合同规定的与分包工程有关的一切责任和义务。乙方同意按照主合同的相关条款和条件执行分包工程，并愿意承担分包合同规定的责任和义务。

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works.

2.3 基于上述条件，甲方同意委托乙方实施分包工程。

Article 3 Composition of the Subcontract

条款三 分包合同的组成

The Subcontract consists of the following documents:

(1) The Priced Bill of Quantities (Appendix 1)

(2) List of personnel from Party B (Appendix 2)

(3) List of the mechanization and tools on the construction site and list of devices and materials on the construction site (Appendix 3)

分包合同包括以下文件：

（1）定价工程量清单（附件 1 ）

（2）乙方人员名单（附件 2 ）

（3）施工现场机械设备清单和施工现场设备材料清单（附件 3）

Article 4 Responsibilities of Party A

条款四甲方责任

4.1 As per the stipulations in the Main Contract regarding the provision of the work site by the Employer to Party A, Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period. The costs occurred due to temporary facilities and transportation for

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Signed by:

由以下双方签署：

For and on behalf of Party A:

甲方：

legal representative, CRCEBG

中国铁建电气化局集团有限公司塞尔维亚分公司法人代表

For and on behalf of Party B:

乙方：

legal representative, TEL-ING DOO Novi Sad

TEL-ING DOO Novi Sad 法人代表